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**UNITED STATES DISTRICT COURT
DISTRICT OF NEW JERSEY**

SUBARU OF AMERICA, INC.,

Plaintiff,

v.

MAUER AUTOMOTIVE GROUP, LLC,

Defendant.

Civil Action No. 23-3450

Document Electronically Filed

COMPLAINT AND DEMAND FOR JURY TRIAL

Plaintiff Subaru of America, Inc. (“Subaru” or “Plaintiff”) alleges against Defendant Mauer Automotive Group, LLC (“Defendant”) as follows, upon actual knowledge with respect to itself and its own acts, and upon information and belief as to all other matters.

NATURE OF THE ACTION

1. This is a civil action for trademark infringement and unfair competition under federal, state, and/or common law. Subaru brings this action against Defendant for infringing Subaru's MORE THAN A CAR COMPANY, MORE THAN A RETAILER, and MORE THAN A CAR DEALER trademarks (the "MORE THAN Marks") in connection with Subaru's automobile dealerships and the promotion of its charitable activities and community initiatives, in a manner that is likely to confuse, deceive, or mislead consumers into believing Defendant's infringing use of the confusingly similar MORE THAN CARS tagline for charitable and community services is authorized by or affiliated with Subaru, and/or that Defendant's MORE THAN CARS charitable services are offered, licensed, or approved by Subaru when they are not.

2. For those reasons and as more fully set forth below, Subaru seeks both injunctive relief and monetary damages against Defendant's knowing and willful infringement of Subaru's MORE THAN Marks through its ongoing use of the confusingly similar MORE THAN CARS tagline for its identical charitable services.

THE PARTIES

3. Plaintiff Subaru of America, Inc. is a New Jersey corporation with a principal place of business at One Subaru Drive, Camden, New Jersey 08103.

4. Defendant Mauer Automotive Group, LLC is a Minnesota limited liability company with a principal place of business at 1055 50th Street East, Inver Grove Heights, Minnesota 55077.

JURISDICTION AND VENUE

5. This Court has jurisdiction over the subject matter of this action under 15 U.S.C. § 1121 and 28 U.S.C. §§ 1331, 1338(a), and 1338(b). This Court has personal jurisdiction over

Defendant because it has purposefully availed itself of the privilege of conducting business in New Jersey in connection with its infringing use of the tagline MORE THAN CARS for the promotion of its business activities, charitable services, and charitable partners. This Court has supplemental jurisdiction over Subaru's state law claims pursuant to 28 U.S.C. § 1367 because those claims are substantially related to Subaru's federal Lanham Act claims.

6. This Court also has diversity jurisdiction under 28 U.S.C. § 1332 because Subaru resides in New Jersey, Defendant resides in Minnesota, and the amount in controversy exceeds \$75,000.

7. Venue is proper in this District pursuant to 28 U.S.C. § 1391(b) and (c) because Subaru is being harmed in this District, Subaru's intellectual property at issue in this litigation is located in this District, and Defendant is using the infringing MORE THAN CARS tagline in this District.

SUBARU, ITS MORE THAN MARKS, AND ITS CHARITABLE SERVICES

8. Subaru markets, distributes, sells, and services automobiles, parts, and accessories through a nationwide network of more than 630 authorized Subaru retailers.

9. Since its U.S. automobile sales began more than 50 years ago, Subaru has enjoyed tremendous success. From 2008-2019, Subaru posted consecutive, record-breaking sales. In fact, Subaru's sales increased every month between December 2011 and August 2019—the longest month-over-month sales streak of any automaker in the United States. Those strong sales have continued, even despite a global pandemic and chip shortage that affected all car manufacturers across the globe. In 2022, Subaru sold over 550,000 vehicles in the United States, making Subaru the eighth largest automotive brand in the United States that year, larger than the likes of Tesla, Volkswagen, and BMW.

10. Subaru is famous for making safe, long-lasting, and high-quality vehicles and has received many awards, accolades, and acclaim for the design, functionality, technological innovation, reliability, safety, environmental standards, and resale value of its vehicles.

11. Subaru has also received industry recognition for its uncompromising commitment to owner satisfaction. In 2022, Kelley Blue Book named Subaru the Most Trusted Brand for the eighth year in a row, and Forbes listed Subaru among the Top 10 Brands consumers love. Subaru was also rated #1 in Satisfaction, #1 in Dependability, and #1 in Product Quality in the 2022 American Consumer Satisfaction Index. In 2021, Kelley Blue Book named Subaru the Best Overall Brand, the fourth time Subaru had been awarded that honor. In 2019, Consumer Reports again named Subaru the best automotive brand, and Newsweek named Subaru one of the Most Desired Automotive Brands. And in 2018, Forbes named Subaru one of America's Most Reputable Companies.

12. Subaru is also committed to charitable work and social causes, including environmental initiatives, animal welfare, education, medical research, health and wellness, nutrition, affordable housing, and other pressing public issues. Subaru's commitment is guided by six core values that seek to improve the lives of those within the Subaru community and beyond, which led to the adoption of Subaru's MORE THAN A CAR COMPANY tagline in 2019.

13. Subaru has widely used its MORE THAN A CAR COMPANY tagline, including through digital and social media, to promote its charitable activities and community initiatives. Representative uses appear below:

 SUBARU

2021 Subaru Corporate Impact Report



More Than a Car Company®

1,316 SOA Teammates	6,497 SIA Associates	37,456 Retail Team Members
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(<https://ourimpact.subaru.com/more-than-a-car-company/>)



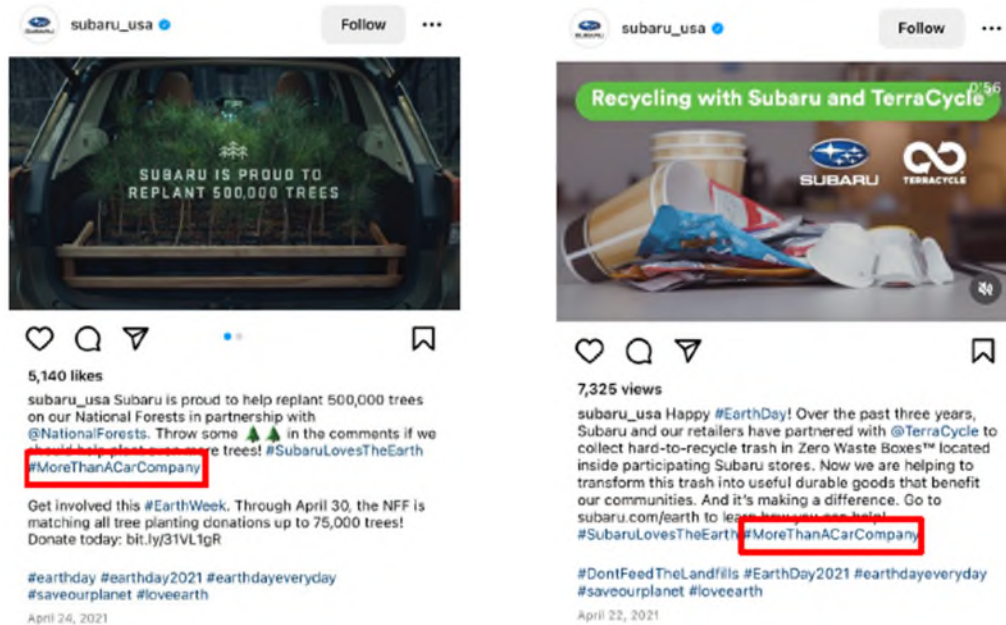
More Than a Car Company®

At Subaru, we feel it is our corporate responsibility to show love and respect to all who interact with us. We strive to empower all members of our family – owners, employees, the communities we serve, and our industry at large – to grow and share their own positive impact.

We do this by living our Love Promise, through our annual Share the Love® event, by partnering with organizations that are building up our communities, by holding ourselves to the absolute highest quality and safety standards as a car manufacturer, and by reflecting on our practices often to identify ways we can grow and improve the lives and world around us. From our retailers volunteering in their communities across the country to our nonprofit partnerships here at home in Camden, New Jersey, we're committed to the Subaru Love Promise.

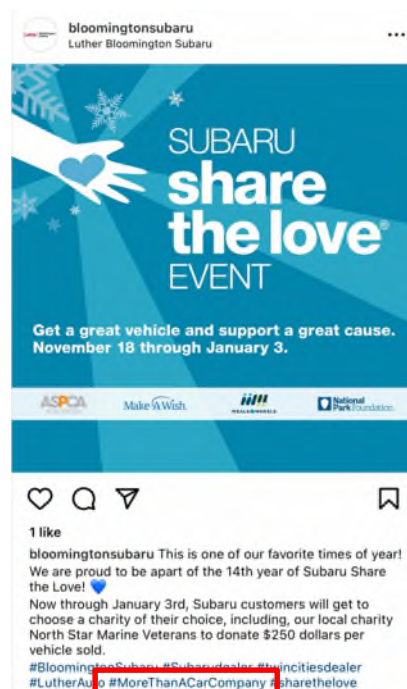
[Learn More About Our Impact](#)

(<https://www.subaru.com/about/corporate-responsibility.html>)



(https://www.instagram.com/subaru_usa/)

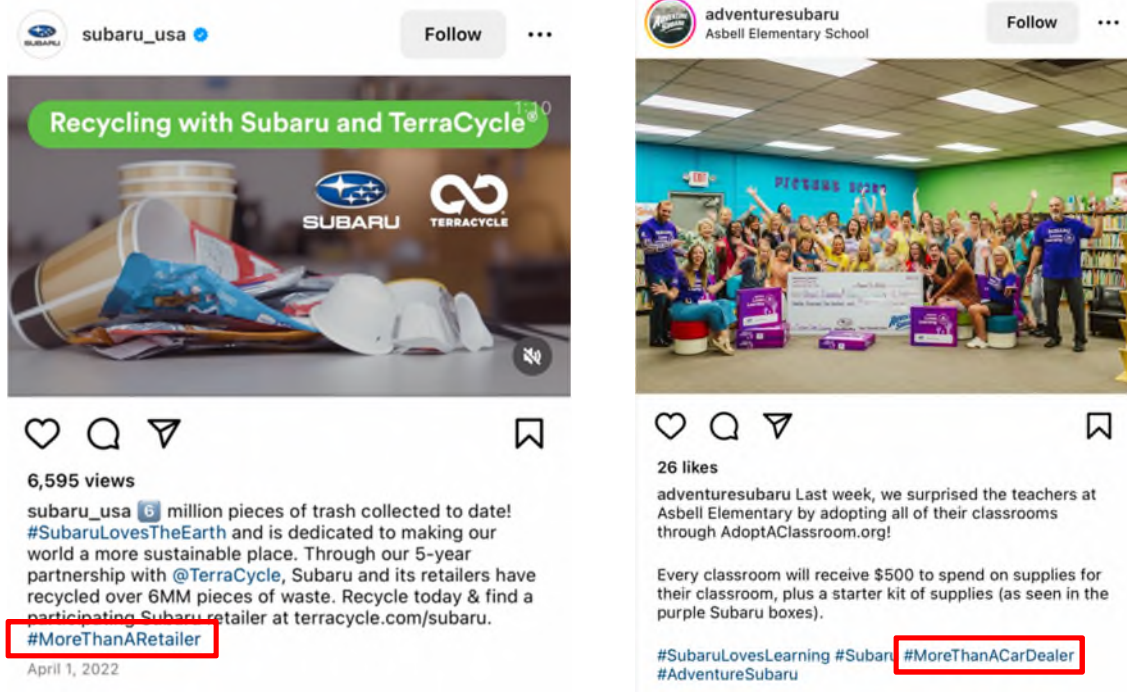
14. So, too, do Subaru's nationwide authorized dealerships use the MORE THAN A CAR COMPANY tagline for their local charitable work and community initiatives. An example of a social media post by Bloomington Subaru in Bloomington, Minnesota is below:



(<https://www.instagram.com/bloomingtonsubaru/>)

15. Since 2019, Subaru has adopted the taglines MORE THAN A RETAILER and MORE THAN A CAR DEALER to further demonstrate its commitment to providing services that extend beyond those typical of an automobile dealership.

16. Subaru and its authorized dealers have widely used its MORE THAN A CAR DEALER and MORE THAN A RETAILER taglines, including through social media, to promote its charitable activities and community initiatives. Representative uses appear below:



(https://www.instagram.com/subaru_usa/) (<https://www.instagram.com/adventuresubaru/>)

17. Subaru and its authorized dealers partner with nationwide and local charities to provide assistance and resources to those in need. Over the years, Subaru and its authorized dealers have worked with organizations such as the American Society for the Prevention of Cruelty to Animals (ASPCA), Make-A-Wish Foundation, Meals on Wheels, the National Park Foundation, and Toys for Tots.

18. Subaru's charitable initiatives and efforts have likewise been recognized. For example, in 2020, Subaru's National Park Zero Landfill Initiative was recognized with the Public Lands Alliance's Corporate Stewardship Award, in 2021, Subaru received ASPCA's Corporate Compassion Award, in 2022, Subaru was ranked number ten on Forbes' inaugural Halo 100 list, and this year, Subaru was ranked number two by Forbes as Best Brand for Social Impact.

19. Subaru owns U.S. Trademark Registration No. 6240734 for the mark MORE THAN A CAR COMPANY for "Promoting public awareness of charitable giving; promoting public awareness in the fields of environmental matters, animal welfare, education, medical research, health and wellness, nutrition, affordable housing, and other social welfare issues; charitable services, namely, organizing and conducting volunteer programs and community service projects" in Class 35; U.S. Trademark Application Serial No. 97169436 for the mark MORE THAN A RETAILER for "Automobile dealerships; retail store services featuring automobiles and structural parts and fittings therefor" in Class 35; and common law rights in the mark MORE THAN A CAR DEALER since at least May 2022.

20. As a result of widespread and extensive use, advertising, promotion, commercial success, and third-party recognition of Subaru's charitable services and initiatives, as well as its automobiles, dealerships, and associated services, Subaru's MORE THAN Marks are distinctive, strong, and well known.

DEFENDANT'S WRONGFUL ACTIVITIES

21. On information and belief, Defendant is a car dealership and automobile repair shop that sells and services new and pre-owned Chevrolet, Buick, and GMC vehicles.

22. Defendant also engages in community service initiatives which it promotes using the MORE THAN CARS tagline.

23. Like Subaru and its authorized retailers, Defendant has promoted and/or promotes its community service initiatives and MORE THAN CARS tagline online through its website and social media profiles (as shown below):



Mauer Automotive Group

Retail Motor Vehicles · Inver Grove Heights, Minnesota · 88 followers · 14 employees

+ Follow

Visit website

More

(<https://www.linkedin.com/company/mauer-auto-group/about/>)



(https://www.facebook.com/mauerchevrolet/photos/10159882485163286?locale=en_GB)

24. Defendant has partnered with nationwide and local charities, including Toys for Tots.

25. On January 10, 2022, Defendant filed U.S. Trademark Application Serial No. 97211189 for the mark MORE THAN CARS for “Charitable services, namely, organizing and conducting volunteer programs and community service projects” in Class 35 (the “Application”). The Application alleged a first-use/first-use-in-commerce date of September 1, 2021.

26. On October 24, 2022, the USPTO (the federal agency vested with the expertise and jurisdiction to determine the federal registrability of trademarks) refused registration of the

trademark MORE THAN CARS as *confusingly similar* with Subaru's trademark MORE THAN A CAR COMPANY and *likely to be confused as to source*.

27. On or about December 14, 2022, Subaru objected to the Defendant's Application and infringing use of the MORE THAN CARS tagline and requested that Defendant abandon the Application and stop all use of the MORE THAN CARS tagline.

28. On December 22, 2022, Defendant responded to Subaru's objection, agreeing to stop using the MORE THAN CARS tagline and abandon the Application. Further, Defendant undertook to begin removing all uses of the MORE THAN CARS tagline in January 2023. A copy of Defendant's December 22, 2022 letter is attached as Exhibit 1.

29. On February 21, 2023, Defendant abandoned the Application with the USPTO. On February 22, 2023, the USPTO issued a Notice of Abandonment.

30. While Defendant abandoned the Application (as agreed), Defendant has failed to stop its infringing use of the MORE THAN CARS tagline (contrary to its word).

INJURY TO SUBARU AND THE PUBLIC

31. Defendant's ongoing infringing use of the MORE THAN CARS tagline is likely to cause confusion, mistake, and deception as to the source or origin of Defendant's automobile dealership and charitable services, and is likely to falsely suggest a sponsorship, connection, or association between Defendant and Defendant's automobile dealership, charitable services, and other commercial activities being promoted in connection with the MORE THAN CARS tagline with Subaru, Subaru's MORE THAN Marks, and Subaru's automobile dealerships, charitable services, and/or other commercial activities.

32. Defendant's acts, as described above, have damaged and irreparably injured and, if permitted to continue, will further damage and irreparably injure Subaru and its MORE THAN Marks.

33. Defendant's acts, as described above, have damaged and irreparably injured and, if permitted to continue, will further damage and irreparably injure the public, who has an interest in being free from confusion, mistake, and deception.

34. Defendant has acted knowingly, willfully, in reckless disregard of Subaru's rights, and in bad faith, as evidenced in part by Defendant's continued use of the MORE THAN CARS tagline for its charitable services in connection with its automobile dealership contrary to Subaru's express and multiple objections.

FIRST CLAIM FOR RELIEF
Trademark Infringement
Under Section 32 of the Lanham Act, 15 U.S.C. § 1114

35. Subaru repeats and re-alleges each and every allegation set forth in Paragraphs 1-34 of this Complaint.

36. Subaru's use of the MORE THAN A CAR COMPANY trademark predates the September 1, 2021 first-use/first-use-in-commerce date alleged in the Application.

37. Defendant has, without the authorization or consent of Subaru, used in commerce a tagline that is confusingly similar to Subaru's MORE THAN Marks in connection with its automobile dealership and charitable services, and such use is likely to cause confusion, or to cause mistake, or to deceive in violation of Section 32 of the Lanham Act, 15 U.S.C. § 1114.

SECOND CLAIM FOR RELIEF
Trademark Infringement, False Designation of Origin,
Passing Off, and Unfair Competition
Under Section 43(a) of the Lanham Act, 15 U.S.C. § 1125(a)

38. Subaru repeats and re-alleges each and every allegation set forth in Paragraphs 1-37 of this Complaint.

39. Subaru's MORE THAN A CAR COMPANY mark is and has been distinctive since well before Defendant's first use of the MORE THAN CARS tagline based on, among other things, the long-standing and extensive nationwide use, promotion, and commercial success of Subaru's automobiles and community and charitable services and initiatives.

40. Defendant's use of the MORE THAN CARS tagline, as described above, is likely to cause confusion, mistake, or deception as to the origin, sponsorship, or approval of Defendant, its automobile dealership and charitable services, and/or its commercial activities by or with Subaru, its MORE THAN Marks, and its charitable and community services and initiatives promoted in connection with the MORE THAN Marks and thus constitutes trademark infringement, false designation of origin, passing off, and unfair competition in violation of Section 43(a) of the Lanham Act, 15 U.S.C. § 1125(a).

THIRD CLAIM FOR RELIEF
Trademark Infringement and Unfair Competition
Under N.J.S.A. § 56:3-13.16(a) and §§ 56:4-1, et. seq.

41. Subaru repeats and realleges each and every allegation set forth in Paragraphs 1-40 of this Complaint.

42. Defendant's actions, as described above, are likely to cause confusion, mistake, or deception as to the origin, sponsorship, or approval of Defendant, its automobile dealership and charitable services, and/or its commercial activities by or with Subaru, its MORE THAN Marks, and its charitable and community services and initiatives promoted in connection with the

MORE THAN Marks and thus constitute trademark infringement and unfair competition in violation of the laws of the State of New Jersey, N.J.S.A. § 56:3-13.16(a) and §§ 56:4-1, *et. seq.*

FOURTH CLAIM FOR RELIEF
Trademark Infringement and Unfair Competition
Under New Jersey Common Law

43. Subaru repeats and re-alleges each and every allegation set forth in Paragraphs 1-42 of this Complaint.

44. Defendant's actions, as described above, are likely to cause confusion, mistake, or deception as to the origin, sponsorship, or approval of Defendant, its automobile dealership and charitable services, and/or its commercial activities by or with Subaru, its MORE THAN Marks, and its charitable and community services and initiatives promoted in connection with the MORE THAN Marks and thus constitute trademark infringement and unfair competition under New Jersey common law.

JURY DEMAND

45. Subaru respectfully demands a trial by jury on all issues properly triable by a jury in this action under Federal Rule of Civil Procedure 38.

PRAYER FOR RELIEF

WHEREFORE, Subaru respectfully requests that this Court enter judgment in its favor on each and every claim for relief set forth above and award it relief, including but not limited to the following:

A. An Order declaring that Defendant's use of the confusingly similar MORE THAN CARS tagline infringes Subaru's MORE THAN Marks and constitutes unfair competition under federal and state law, as detailed above;

B. A permanent injunction enjoining Defendant and its employees, agents, partners, officers, directors, owners, shareholders, principals, subsidiaries, related companies, affiliates, distributors, dealers, and all persons in active concert or participation with any of them:

1. From using, registering, or seeking to register the trade name MORE THAN CARS including in connection with any other wording or designs, and from using any other marks, logos, designs, and/or designations confusingly similar to Subaru's MORE THAN Marks;
2. From representing by any means whatsoever, directly or indirectly, that Defendant, its dealership, services, and activities are associated or connected in any way with Subaru or sponsored by or affiliated with Subaru in any manner;
3. From registering, acquiring, owning, or maintaining any domain name, sub-domain name, Internet address, email address or electronic identifier that uses or incorporates the MORE THAN Marks; and
4. From assisting, aiding, or abetting any other person or entity in engaging in or performing any of the activities referred to in subparagraphs B(1)-(3).

C. An Order directing Defendant to destroy all products, packaging, signage, advertisements, promotional materials, forms, and/or any other materials and things that contain or bear the infringing MORE THAN CARS tagline and/or any marks or designations confusingly similar to Subaru's MORE THAN Marks;

D. An Order directing Defendant to, within thirty (30) days after the entry of the injunction, file with this Court and serve on Subaru's attorneys a report in writing and

under oath setting forth in detail the manner and form in which Defendant has complied with the injunction;

E. An Order requiring Defendant to account for and pay to Subaru any and all profits arising from the foregoing acts, and increasing such profits, in accordance with 15 U.S.C. § 1117 and other applicable laws;

F. An Order requiring Defendant to pay Subaru damages in an amount as yet undetermined (and including pre-judgment and post-judgment interest) caused by the foregoing acts, and trebling such damages in accordance with 15 U.S.C. § 1117, N.J.S.A. 56:3-13.16(d), and other applicable laws;

G. An Order requiring Defendant to pay Subaru all its litigation expenses, including attorneys' fees and the costs of this action under 15 U.S.C. § 1117, N.J.S.A. 56:3-13.16(d), and other applicable laws;

H. An Order requiring Defendant to pay Subaru punitive damages for trademark infringement and unfair competition under New Jersey common law under N.J.S.A. 2A:15-5.9, *et seq* and other applicable laws; and

I. All other relief as the Court may deem appropriate.

Dated: June 26, 2023
Newark, New Jersey

s/ William P. Deni, Jr.
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